

# **EXHIBIT D**



## Account Executive

<b>Plan Participants</b>	Detroit (WMYD) AE Plan document
<b>Plan Effective Dates</b>	The Plan Document is effective from January 1, 2019 through December 31, 2019.
<b>Plan Components</b>	Guaranteed pay Monthly commissions Quarterly performance bonus
<b>Guaranteed Pay</b>	Guaranteed pay is paid bi-weekly (twenty-six pays per year)
<b>Monthly Commissions</b>	Monthly commissions are paid based on the revenue type and standard rate stated in the commission schedule presented below.  Monthly commissions are paid on the second check of the month following the month in which they are earned and are paid when monthly commissions exceed the monthly guaranteed pay (prorated, where applicable). Each check will include guaranteed pay; the second check of the month will consist of any commission payments due over and above the monthly guaranteed pay.  Television advertising commission is paid on net revenue. Digital commission is paid on net revenue before contra expense and after adjustments.

### Monthly Commission Schedule

Revenue Type	Retained	New Business	Station Initiatives
Broadcast - Direct	12.0%	13.0%	0.5%
Broadcast - Discount	6.0%	6.0%	0.5%
Digital - on-site	15.0%	20.0%	0.5%
Digital - off-site/3rd party	10.0%	15.0%	0.5%
Digital - SEM	5.0%	5.0%	0.5%

### Individual/Jumbo Digital Accounts

For individual/jumbo digital accounts, Participant will be paid the commission rate indicated in the commission schedule up to \$2 million in revenue. The Participant is then eligible to earn an additional 1% for every dollar above \$2 million in revenue.



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## Revenue Types

Broadcast - Direct: Accounts that do not have a discount or an agency commission.

Broadcast - Discounted: Accounts that do have a discount or agency commission.

Digital - on-site: Any ad associated with Scripps owned and operated brands (e.g. tvstation.com, tvstation social media)

Digital - off-site/3rd party: Any ad not associated with Scripps owned and operated brands with the exception of SEM (e.g. Scripps targeted network display and/or video including OTT, Google display network)

Digital - SEM: Any pay-per-click ad through Google or another SEM provider.

Retained: Any accounts, broadcast or digital, retained by the station for more than 12 months.

New Business: Any accounts, broadcast or digital, that have not been on the station in the past 12 months and were developed through the direct efforts of the Account Executive and a sales track can be demonstrated through customer needs analysis and presentations. This does not include new broadcast or digital sold on an existing account. Approval through the Transaction Management System (TMS) is required.

Station Initiatives: A sponsorship or corporate initiative that is part of a station's special opportunity budget and approved through the Transaction Management System (TMS). Accounts sold into Station Initiatives will be considered as revenue by appropriate definition and paid a kicker (e.g.+0.25%) as indicated in the monthly commission schedule.

Individual/jumbo digital account: Any digital account with a gross revenue value greater than \$2 million annually. Individual/jumbo digital accounts will be paid as indicated in the commission schedule and do not count toward the new business goal. Approval through the Transaction Management System (TMS) is required.

## Quarterly Performance Bonus

A Participant may be eligible for a quarterly performance bonus based on achievement of the new business goals.

The following revenue types count toward achievement of the new business goal, once approved:

- Broadcast - Direct
- Broadcast - Discounted
- Broadcast Station Initiatives (Direct, Discounted, Retained, and New)

If goal achievement for the quarter is greater than 90%, a performance bonus will be paid on the following revenue types:

- Broadcast - Direct
- Broadcast Station Initiatives (Direct)



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<b>Quarterly Goal Achievement</b>	<b>Bonus</b>
90% to < 100%	1.5%
100% to < 105%	5.0%
105% to 110%	7.0%
>110%	10.0%

Performance measurements are rounded to the nearest whole number. For example, an 89.5% revenue performance to goal is rounded to 90% for the purposes of calculating the quarterly bonus.

The quarterly performance bonus is calculated at the end of a quarter and paid on the second check of the month following quarter-end.

## Other Plan Definitions

Chargeback: A commission amount recouped from the employee due to an adjustment or an account that was written-off as uncollectible.

Company: The E. W. Scripps Company and all its subsidiaries.

Contra: Contra revenue is a deduction from revenue that represents the amount the Company owes to a third party for services rendered.

Digital products: This list represents the most common types of digital products sold. Any digital product not outlined below may be subject to prior review.

<b>On-site</b>	<b>Off-site/3rd party</b>	<b>SEM</b>
Tvstation.com	Audience extension:	Google
Desktop	STN	Bing
Mobile	GDN	Facebook ads
tablet	SEO	
Pre-roll	Website	
HIU	Website housing	
News app	Reputation influence	
Station social post	Email marketing	
Station email sponsorships		
Contest		
Native		



## Account Executive

### Terms and Conditions Specific to this Plan

Net revenue: Revenue net of adjustments, including write-offs.

Commissions from billings that are written-off during the commission period will be deducted from the next commission pay.

Goals are assigned annually by the Director of Sales.

The Company may choose to offer other low-margin digital products ("contra" products) and will communicate applicable commission to be paid on these products prior to product introduction. Contra revenue is counted at the gross amount towards the achievement of the digital goal.

As legally allowed, any amounts due to the Company will be deducted from future payments made.

This sales compensation plan is subject to the Local Media Sales Plan Terms and Conditions (Ts & Cs) effective for 2019.

# SCRIPPS 2019 Local Media Terms and Conditions

## Participation and Eligibility

In order to participate in the attached Sales Compensation Plan (hereafter referred to as "the Plan"), an individual (hereafter referred to as "Participant") must be an employee of The E.W. Scripps Company (hereafter referred to as "the Company"). Furthermore, the Participant must be in a commission or bonus eligible position and have signed the attached Acknowledgment of Understanding. No commission or bonus payments will be earned under the Plan until the Participant signs the required agreements.

## Plan Changes or Discontinuance

In its sole discretion, the Company may add to, amend, modify, or discontinue any of the terms or conditions of the Plan at any time during the Plan period, provided that the action does not reduce the amount of award earned before the date of the action.

## Earned Commissions and Bonuses

A commission is defined as compensation earned by the Participant as a percentage of revenue from Scripps products sold which are based proportionately on the amount or value thereof (as defined in the Plan). A bonus is defined as compensation earned by the Participant for services rendered in the management and/or support of Scripps products and services for meeting or exceeding goals, completing tasks, etc. A commission or bonus is defined as earned when the Company recognizes the associated revenue. Revenue is recognized when the Company satisfies a performance obligation, i.e. an advertisement runs for the customer.

Commissions and bonuses are paid based on the assumption that the client or advertiser will pay and that there are no discrepancies that would prohibit the company from recognizing associated revenue. Discrepancies may include breaking news segment replaces ad, weather announcements or internal technological difficulties. Commission and bonus chargebacks will be applied against future commissions or bonuses after the Company has written off an account. If adjustments are made that affect commissions and bonus goals achieved, the Company reserves the right to adjust the commissions or bonuses in order to reflect actual revenue earned. These adjustments may be taken from future payments to the Participant unless otherwise stated by law.

## Payment of Base Compensation and Earned Commissions and Bonuses

### *Base Compensation*

Compensation paid bi-weekly, twenty-six pays per year.

### *Monthly Commissions*

Participants earning monthly commissions will receive payment on the second pay of the month following the month in which the commission was earned. Commissions paid will be offset by base compensation (i.e. guaranteed pay), where applicable.

### *Monthly Bonuses*

If a Participant is eligible for a monthly bonus, earned bonuses will be paid on the second pay of the month following the month in which the bonus was earned.

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## *Quarterly Bonuses*

If a Participant is eligible for a quarterly bonus, earned bonuses will be paid on the second pay of the month following the quarter in which the bonus was earned.

## *Annual Bonuses*

If a Participant is eligible for an annual bonus, earned bonuses will be paid on the second pay of the second month following the year in which the bonus was earned.

## **Proration**

Prorated base compensation, commission and bonus calculations for New Hires, Transfers, Terminations and Resignations, Leaves of Absence, etc. are based on the number of days active per the Plan period. Spot sales for an Account Executive plan will be credited for actual spots run during the time the Participant was active for the Plan period.

## **Sales Adjustments and Chargebacks**

Sales adjustments and chargebacks will be recovered at the same rate that commissions are paid. All account adjustments are eligible for the chargeback. In addition, all accounts that are written off will also be charged back at the time of write-off. Any adjustments or chargebacks will be included in the Participant's pay statement in the sales compensation tool.

Sales adjustments and chargebacks will be recovered against commissions or bonuses earned in the period in which the adjustment or chargeback occurs. Any exceptions to this policy will be granted at management's discretion.

## **Employment Status**

### *New Hires, Transfers and Promotions*

Commissions and bonuses for new hires, transfers, or changes to base compensation will be prorated to the start date of the eligible position. When a Participant transfers from an eligible sales position to a non-sales position, commissions and bonuses are earned through the last day in the commission/bonus eligible position.

If an annual sales bonus is applicable per the Plan, the Participant must be hired as a Scripps employee on or before September 30 of the plan year in order to be eligible.

### *Leaves of Absence*

Unless otherwise stated by law, the Participant is eligible to be paid earned commissions and/or bonuses, as defined in "Earned Commissions and Bonuses," while on paid leave (e.g., PTO, parental leave, Company holiday), military leave, and certain unpaid company-approved absences.

A Participant on leave will receive payment for earned commissions and bonuses through the last day prior to the effective date of leave. A Participant's goals will not be adjusted as a result of entering or returning from a leave of absence.

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Any sales adjustments or chargebacks that occur in the month the Participant is entering a leave of absence or returning from a leave of absence will be subtracted from the Participant's prorated commissions only. Sales adjustments and chargebacks will not be deducted from a Participant's leave pay.

When a Participant returns from a leave of absence to active service, he/she will be eligible to earn commissions or bonuses from the date of return. Eligibility for earned incentive in a team environment is defined as significant participation in completing goal attainment as defined by the supervising manager.

During a Participant's leave of absence, his/her accounts may temporarily be reassigned. One of following three options may be used for the temporary assignment:

- 1) Move accounts to another Account Executive (AE) to cover. (Note: The covering AE should be added to the order in WideOrbit as a secondary AE at 0% and an adjustment should be entered in the Sales Compensation system for the covering AE so that commissions can be calculated correctly. In this scenario, the covering AE is paid the same rates as the original AE.)
- 2) Hire a temporary contractor to cover the accounts, in which case a flat fee will be paid to the contractor.
- 3) Place the accounts on the "House" account, in which case no commissions are paid.

Short-term disability (STD). If a Participant is placed on short-term disability or leave of absence according to the Company's guidelines (i.e., if pay-eligible and paid at a percent based on years of service), his/her prior on-target commissions and quarterly bonuses for the Plan period shall be calculated and annualized using his/her average of base compensation, commissions, and quarterly bonuses for the past 12 months. Any annual bonuses as defined in the Plan will only be prorated if the Participant is on an unpaid leave of absence.

Long-term disability (LTD). If any Participant is placed on long-term disability, no continuing commissions or bonuses will be due. Long-term disability claims are paid through a third-party administrator using the annualized base compensation, commissions, and quarterly bonuses for the 12 months of service prior to initiating leave. A Participant placed on long-term disability in the calendar year is eligible for a prorated annual bonus, as defined in the Plan, if the Participant returns to active status on the last day of the plan-year.

Family & Medical Leave Act (FMLA). A Participant on Family and Medical Leave Act leave will be paid only those incentives earned prior to initiating the leave. If the Participant is on short-term disability while on FMLA, Participant will be paid in accordance to the short-term disability policy. If Participant is on an unpaid leave while on FMLA, no commissions or bonuses will be paid during that time.

## *Terminations and Resignations*

Any commissions earned will be paid to the Participant according to the Plan upon termination or resignation. If applicable, any commissions owed will be prorated to the last day of employment. The Participant must be employed on the last day of the period (e.g., quarterly, annually) to be eligible for any true-up or bonus payout.

Any accrued, but unused, paid time off (PTO) will be paid out based on regular (base compensation) earnings.

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## *Retirement*

In the event of retirement, commissions and bonuses will be prorated for retirement eligible employees as of the final date of active employment. An employee is considered retirement eligible if the employee is at least age 65 and one year of service, or is at least 55 years old with 10 years of service (early retirement).

## *Death*

In the event of death, the Company will pay commissions for monthly payouts as if the Participant had lived to the end of the month and achieved 100% of goal. For quarterly and annual true-up or bonus payouts, the Company will pay prorated commissions as if the Participant had lived to the end of the quarter and will be based upon the Company's attainment of the Performance Goal, where applicable.

## **Commission Splits for Cross-Station Sales**

In cases where a deal spans multiple markets, the total commission payout will be split in WideOrbit between the selling AE and the covering AE at the advertising station. The exact allocation of the payout will be determined by the Plan Administrator but will not exceed 100% of the calculated commission payout.

## **Rights and Limitations**

The Plan document is the only governing agreement between the Company and the Participant. This Plan supersedes any previous agreement or understanding regarding compensation. Any undocumented agreement of any kind concerning compensation will not be considered valid and will not be honored. Any sales transactions or business conducted outside of established guidelines, or deviations from such guidelines without documented approval from sales management, may result in the withholding or recovery of compensation on this transaction/business. Nothing in this Plan may be construed to mean that it gives any person any right to be paid any amount other than under the terms of this Plan.

All customer accounts, direct, digital or discounted, are Scripps customer accounts and are assigned to Account Executives to manage as determined by local sales leadership. Customer accounts are not the property of any individual AE and may be reassigned at any time based on sales management's discretion.

## **Training Costs Agreement**

For newly hired Sales Account Executives, the Company may provide an AE Onboarding Scripps Sales Process training and development course (the "Training") at a time and location of its choosing. The Training cost for the program is \$3,000 per person and covers transportation, lodging, classroom sessions, books or other materials, and any other associated expenses (the "Cost").

If you complete the full program and voluntarily resign your employment for any reason, you shall repay the Company as follows:

- If you cease employment before you attend the Training but the Company has already incurred liability for the Cost, 75% of the Cost shall be repaid;
- If you cease employment during the Training or within 12 months of completing the Training, 100% of the Cost shall be repaid;

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- If you cease employment more than 12 months but no more than 24 months after completion of the Training, 50% of the Cost shall be repaid.

To the extent permitted by law, you agree that the Company may deduct a sum equal to the whole or part of the Cost due from you or from any other allowances, expenses, or payments due to you.

The amount due to the Company under this provision is a genuine attempt by the Company to assess loss as a result of the termination of the Participant's employment. This provision is not intended to act as a penalty on the Participant upon termination of his/her employment.

## **Non-Solicitation**

The Participant agrees that upon termination of employment, and for one (1) year thereafter, he/she shall not, directly or indirectly, (a) solicit the employment of any person who is employed or has been employed by the Company or any of its parent, subsidiary, or affiliated companies within six (6) months prior to the Participant's termination; or (b) interfere with, disturb or interrupt the relationships (regardless of whether such relationships have been reduced to formal contracts) of the Company or any of its parent, subsidiary, or affiliated companies with any user, advertiser, customer, supplier or consultant. This does not pertain to lawful solicitation of customers through marketing, advertising and other similar efforts.

## **Governing Law**

This agreement shall constitute the entire understanding between the Company and Participant, shall supersede any and all prior understandings between the Company and Participant and shall be construed according to the laws of the State of Ohio.

## **Disputes**

Any disputes regarding the terms of the Plan, its application, or administration should be addressed first with Participant's immediate supervisor. If the resolution is not satisfactory, the dispute should be addressed with the Director of Sales. If a satisfactory resolution cannot be reached, the dispute should be escalated to the Local Media sales leadership. This is the final step in the process.

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## Acknowledgment of Understanding

I acknowledge that I have received a copy of the Sales Compensation Plan for Local Media (Television). By signing this Acknowledgment, I agree to the terms and conditions as stated in the Plan and its corresponding policies and procedures, and I understand that this Plan, as modified from time to time by the Company, supersedes any and all previous plans, policies, and oral or written understandings regarding commissions, bonuses, and pay structures.

I acknowledge that the Company reserves the right to amend, modify, or terminate any or all provisions within this Plan, at any time, with or without notice, at its sole discretion. Local Media sales leadership, in concert with Corporate Human Resources and Finance, shall have sole discretion to interpret and administer plan provisions.

Plan Participant (Printed Name)	Signature	Date
Brian Lawlor		12/31/2018
Scripps Representative (Printed Name)	Signature	Date